

Certified Mail No.: 0000 0000 0000 0000 0000  
John-Adam: Smith

c/o Postmaster  
General Delivery  
Sebring, Florida Republic  
(non-domestic) near [33870]

## FOR AND ON THE RECORD

### AFFIDAVIT OF DEFAULT

To: Alberto Gonzales, d/b/a ALBERTO GONZALES Attorney General July  
19<sup>th</sup>, A.D. 2005  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

#### Third and Final Notice

I hereby and herein declare that I am competent and of age for testifying. I have personal knowledge of the facts stated herein. The facts stated herein are stated under penalty of perjury by the Laws of God, my Creator. I have verified the facts stated herein as being true, correct, complete, certain and not misleading by signing and sealing my affidavit.

It has now been in excess of 10 days since you were duly noticed with my "AFFIDAVIT OF NOTICE OF DEFAULT" with opportunity to cure after your receipt of my OFFICIAL NOTICE, and to date, I have not received your reply. You are now in default, and said "OFFICIAL NOTICE" and "AFFIDAVIT OF NOTICE OF DEFAULT" stands as truth in commerce.

On the thirteenth of June, A.D. 2005, I, me, my, myself John, the family of Smith, executed my document offer of contract entitled: "OFFICIAL NOTICE" offer of contract directed to Alberto Gonzales, d/b/a ALBERTO GONZALES Attorney General for the United States noticing you of who I am, my standing, venue, jurisdiction and the Old Crossing Treaty of 1863 between the Pembina Nation Little Shell Band of North America and the United States Government signed by President Abraham Lincoln and the Secretary of State which governs my standing and is superior to any Constitution, laws, rules or regulations of the United States or the State of Florida and for you to recognize the same, and the consequences thereof.

On the first of July, A.D. 2005, I, me, my, myself John, the family of Smith,, executed my document entitled: "AFFIDAVIT OF NOTICE OF DEFAULT" directed to Alberto Gonzales, d/b/a ALBERTO GONZALES Attorney General for the United States noticing you of your default of my "OFFICIAL NOTICE" which could only be cured by an immediate reply.

As of July 19<sup>th</sup>, 2005, I have received no reply to my "OFFICIAL NOTICE" by Alberto Gonzales delivered June 17<sup>th</sup>, A.D. 2005 via Certified Mail No.: 0000 0000 0000 0000 0000 to Alberto Gonzales.

As of July 19<sup>th</sup>, 2005, I have received no reply to my "AFFIDAVIT OF NOTICE OF DEFAULT" by Alberto Gonzales delivered July 5<sup>th</sup>, A.D. 2005 via Certified Mail No.: 0000 0000 0000 0000 0000 to Alberto Gonzales.

Due to your failure to respond to my second notice and cure your "dishonor" default to my offer of contract within three business days of receipt, now for and on the record establishes that you are in default, and I have a lawfully binding contract, whereby you have agreed through your silence that you will be personally liable if anything happens to me regarding this matter and I am subjected to Discrimination or Unfair Treatment.

You have also agreed that you will be personally liable for any Treaty violations involving the Delaware Treaty of 1778, and Old Crossing Treaty of 1863.

You further agree that absent any violation of said treaties, after you have been noticed to inform everyone under your authority, if any Elected, Appointed, Employed and/or Assigned officials/employees of the agencies, bureaus, or entities of the Corporate United States, the United States of America or any foreign or domestic entities associated with them confronts me on this, you Alberto Gonzales, d/b/a ALBERTO GONZALES Attorney General for the United States are going to answer them for their lack of standing, venue, jurisdiction, authority, and take care of this matter when called upon.

Further, due to your failure to respond and cure your "dishonor" default to my offer of contract within three business days of receipt, now for and on the record establishes that you by your silence have agreed that you promise to uphold and secure all my God given unalienable rights, and protect the private land I camp on conveyed by Quit Claim Deed to the Pembina Nation Little Shell Band of North America recorded by the Clerk of Courts Highlands County in the official records at Book 1861 Page 1392 against any encroachment and unlawful trespass by any Elected, Appointed, Employed and/or Assigned officials/employees of the agencies, bureaus, or entities of the Corporate United States, the United States of America or any foreign or domestic entity associated with them.

Any breach of this contract resulting in violations of my unalienable rights as a registered native American tribal member of the Pembina Nation Little Shell Band or encroachment and trespass on tribal property will be considered a willful and intentional act by you after you have been noticed, and you will be held accountable under your full commercial liability and for any violation(s) of the Delaware Treaty of 1778 between the Delawares and the United States a newly established tribe/Nation, and the Old Crossing Treaty of 1863. Conduct yourself accordingly and please advise your subordinates of same. Notice to Agent is Notice to Principal Notice to Principal is Notice to Agent.

The foregoing "AFFIDAVIT OF DEFAULT" is an instrument in commerce, and is made explicitly under reserve and without recourse.

Respectfully,

**John-Adam**: family of **Smith**, a Living-Soul. I am not a corporation. I am a declared Private-American-Sovereign without the UNITED STATES with first claim on the land, an Indian Tribal Member of the Sovereign Pembina Nation Little Shell Band of North America standing under the Treaty of 1778 and 1863.

Affirmed, By: \_\_\_\_\_

\_\_\_\_\_ Seal